

This Indenture, Made this 19th day of September in the year of our Lord one thousand nine hundred fifty-five between Aubrey Hagerman and Betty Jean Hagerman

in the County of Douglas and State of Kansas, of the first part, and Eugene A. Stephenson and C. Florence Stephenson of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of seven thousand (exactly) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said parties of the second part, their heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The South one-half of the Southwest quarter of Section 4, Township 14 South, Range 20 East of the Sixth Principal Meridian, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

do hereby covenant and agree that at the delivery hereof the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of exactly seven thousand DOLLARS, according to the terms of a certain promissory note, this day executed by the

said parties of the first part to the said parties of the second part, said note being given for the sum of seven thousand dollars DOLLARS,

dated September 19, 1955, due and payable in three year 3 from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the

sum of three thousand DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principle of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the parties of the second part, and all sums paid by the parties of the second part for insurance shall be due and payable, or not, at the option of the parties of the first part; and it shall be lawful for the parties of the second part, their executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the parties of the second part, their executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties of the first part, making such sale, on demand, to the said

heirs or assigns. IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand, and seal, the day and year first above written.

Signed and delivered in the presence of

Aubrey Hagerman (Seal.)
Betty Jean Hagerman (Seal.)
(Seal.)
(Seal.)

STATE OF KANSAS, Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 29th day of September, A. D. 1955, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Aubrey Hagerman and Betty Jean Hagerman, to me personally known to be the same person, who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Public seal on the day and year last above written.



Frank S. Owen
Notary Public - Frank S. Owen
(My commission expires Nov. 5th, 1957)

This instrument was written on the original mortgage entered this 4th day of September 1955.

Harold A. Beck
Register of Deeds

Recorded October 5, 1955 at 3:20 P.M. SATISFACTION.

\$7,000.00

RECEIVED OF Aubrey Hagerman and Betty Jean Hagerman, his wife the within-named mortgagors, the sum of Seven Thousand Dollars and 100 Dollars, in full satisfaction of the within Mortgage.

Witness:

Mrs. Paul D. Wilson

Eugene A. Stephenson
C. Florence Stephenson

Lawrence, Kan. December 4, 1962